come operative within the annexed territory as a natural consequence of the annexation. *Toledo v. Edens,* 59 Ia. 352.

STREET RAILWAYS—RIDING ON CAR STEPS—LIABILITY FOR INJURIES.—MOSKOWITZ V. BROOKLYN HEIGHTS R. CO., 85 N. Y. SUPP. 960.—*Held,* that a person who elects to ride on the steps of a crowded street car, and who is thrown off by the oscillation of the car while it is running at the customary rate of speed, assumes the risk of injuries so occasioned. Hirschberg and Woodward, JJ., *dissenting.*

While riding on the platform or steps of a steam railroad car is generally regarded as negligence *per se, Goodwin v. R. Co.,* 84 Me. 203, it is not so considered as to street cars, *Cummings v. R. Co.,* 166 Mass. 220. In many cases, however, it is said to constitute such negligence as to preclude a recovery for resulting injuries, unless the crowded condition of the car makes it necessary: *Tham v. Traction Co.,* 191 Pa. St. 249; *Archer v. R. Co.,* 87 Mich. 101. In *Ayers v. R. Co.,* 156 N. Y. 104, it was held that a passenger on a street car assumes the risks ordinarily incident thereto, and the tendency of the New York decisions seems to in harmony with this view. The dissenting opinion in the present case contends that a common carrier inviting a passenger for hire to occupy a precarious position upon the platform impliedly represents that the car will be so run as to insure his safety. See *Nolan v. R. Co.,* 87 N. Y. 63; *Wilde v. R. Co.,* 163 Mass. 533; *Pomashi v. Grant,* 119 Mich. 675.

SURETIES—OBTAINING PREFERENCES—INUREMENT TO CO-SURETIES.—CAMPAU V. DETROIT DRIVING CLUB, 98 N. W. 267 (MICH.).—A part of the sureties on a forfeited bond liquidated their *pro rata* share of the indebtedness, subsequently levying on the property of the principal. *Held,* that the assets so required did not inure to the benefit of the co-sureties. Hooker, C. J., and Montgomery, J., *dissenting.*

The court reasons that the relation of co-suretyship was severed upon payment by part of the sureties of their proportion of the principal debt. They then apply the doctrine that indemnity given to the surety after the debt has been discharged does not inure to the benefit of co-sureties, *Gould v. Fuller,* 18 Me. 364; *Moore v. Isley,* 22 N. C. 374. While the general rule is that indemnity obtained by one of several sureties prior to the determination of the relation is subject to the claim of all, *Guild v. Butler,* 127 Mass. 386; *Berridge v. Berridge,* 44 Ch. Div. 168; yet when the debt is paid in equal proportion, the equities cease, and co-sureties are not entitled to share in the indemnity subsquently obtained from the principal, *Messer v. Swan,* 4 N. H. 481. The dissenting opinion points out that the doctrine followed has been applied only in those instances where the full amount of the debt was paid; whereas in the present case only a *pro rata* share was liquidated; and contends that equity should not ingraft upon the general rule an exception that will enable one co-surety to overreach another.

TRUSTS—SAVINGS BANK—DEPOSITS IN TRUST FOR ANOTHER.—IN RE TOTTEN, 85 N. Y. SUPP. 928.—Where one deposits funds in trust for another, without knowledge of beneficiary, and subsequently withdraws such accounts, *held,* that, after the depositor's death, the *cestui que trust* can recover from the estate of the deceased the amount of the deposits.

This class of voluntary trusts has given rise to an irreconcilable conflict